

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
SECURITIES AND EXCHANGE
COMMISSION**

Plaintiffs,

v.

CHETAN KAPUR and LILABOC LLC

Defendants.

AFFIDAVIT

Docket No.: 11-CV-8094 (PAE)

Bina Rai makes sworn declaration of the following:

1. I declare that I have provided Chetan Kapur, my godson, with loans for his personal expenses since end 2011.
2. The attached loan agreement that I maintain is a complete, accurate and updated accounting of the installment loans I have provided Chetan Kapur. I have loaned him an aggregate of \$133,949.18 in installment loans over a 4 year period. I have not been in a financial position to provide him any further loans since April 2014.
3. The source of my funds in general has been from my assets, savings, income and my borrowings.
4. I have been providing catering, personal chef, housekeeping and related services for the past 44 years.
5. Providing Chetan Kapur installment loans to meet his personal expenses had been a major financial burden on me, but I have nonetheless supported him as I love him dearly.
6. My borrowings since 2011 have been from a variety of sources. I have loans outstanding with Citibank, my credit card companies, Manju

Kapur, as well as Kabir Kapur's private lending relationship. By way of background, I have a separate close relationship with both Manju Kapur and Kabir Kapur, both of whom I have known since before Chetan was born.

7. I have used my borrowings for a variety of purposes over the years – to pay for my personal and business expenses, to pay down my highest rate credit card debts when I was able, and to provide loans to Chetan Kapur in his time of need. It would be a falsehood to say that any of my borrowings were used solely to provide loans to Chetan Kapur.
8. Further, I declare that Chetan Kapur had no knowledge of the loans I was taking out when I took them, and this includes the loan from Manju Kapur and from Kabir Kapur's private lending relationship. He became aware of these loans well after they were provided – the Citibank and Manju Kapur loan he became aware of in 2014, and the loan from Kabir's private lending relationship that I took about 3.5-4 years ago he became aware of in April 2015 when he asked me about it.
9. The attached loan agreement that I maintain is fully consistent with my bank records, which have been provided by my bank to the SEC.
10. I had been loaning Chetan Kapur monies in his time of need as he had no assets, increasing debts and no way to pay for his own expenses. I have not been in a financial position to provide him any further loans since April 2014. I myself am in significant debt.

11. I expect Chetan to pay me back with interest per the terms of the loan agreement, and believe he will do so when he is financially able.

I declare under penalty of perjury that the forgoing is true and correct.

Executed on May 16, 2015

Bina Rai

BINA RAI

LAWSON ESTRIDGE, NOTARY PUBLIC
STATE OF NEW YORK
No: 01ES4900397
QUALIFIED IN QUEENS COUNTY
CERTIFICATE FILED IN N.Y. COUNTY
COMMISSION EXPIRES 01/11/2018

Lawson Estridge

INSTALLMENT LOAN AGREEMENT

INITIAL LOAN AMOUNT:US\$ 10,000

MATURITY DATE: SEPTEMBER 10, 2016

This is a Loan Agreement made on September 10, 2011 between:

- a) CHETAN KAPUR hereinafter referred to as "the Debtor".
- b) BINA RAI hereinafter referred to as "the Lender".

WHEREAS:

1. The Lender and the Debtor are legally competent and empowered to contract and be bound by this Agreement, and have freely agreed to enter into the following Loan Agreement, pursuant to the clauses listed below.
2. The Debtor requires a personal loan of **Ten Thousand with 00/100** (US\$10,000.00)(hereinafter "the Loan") in order to be used for his personal or business activities .

IT WAS AGREED THAT:

- 1.The lender shall grant the Loan as required by the Debtor.
- 2.The Debtor hereby agrees to repay the Loan with interest to the Lender by the repayment date of September 10, 2016 at a 2% annual rate (APY). Any additional loan amounts (as detailed in the attached Appendix) will also be charged an annual interest rate of 2% (APY). Additional loan amounts to the Debtor may be paid directly to the Debtor's counterparty. The Appendix will be updated as needed to reflect any additional loan installments. All principal and interest amounts will come due at maturity.
- 3.The aforementioned amounts shall be paid in U.S.Dollars pursuant to the parties' express agreement.
- 4.The Debtor shall have the prerogative to pay off the loan at any time, prior to it's maturity date.
- 5.The parties *mutually* release and discharge each other from all fiscal consequences arising from this transaction;
- 6.The obligations contained in this document shall be considered to be due and payable if the Debtor defaults in the payment of three consecutive installments or fails to fulfill any of the obligations contracted under this Agreement. In such cases , the Lender may take legal action even if the term has not yet expired.
7. In the event that the Lender fails to collect one or several payments or exercise any rights as granted under this Agreement, same shall not be construed as a debt remission or waiver of these rights or it's guarantees. Partial default will not cause the annulment of the Agreement.

APPENDIX


	<u>INSTALLMENT LOAN</u>	<u>Notes</u>
9/12/11	\$ 10,000.00	INITIAL LOAN AMOUNT
11/4/11	\$ 10,000.00	CK Wachovia
11/4/11	\$ 10,000.00	CC Payment
12/5/11	\$ 3,352.51	Amex CC
1/3/12	\$ 3,776.91	Amex CC
1/9/12	\$ 3,350.00	Rent
2/2/12	\$ 1,537.66	Amex CC
2/2/12	\$ 2,423.07	Chase CC
2/2/12	\$ 3,350.00	Rent
3/2/12	\$ 5,081.90	Amex CC
3/3/12	\$ 1,000.00	Chase CC
3/6/12	\$ 3,350.00	Rent
3/29/12	\$ 1,112.00	Chase CC
3/29/12	\$ 5,518.12	Amex CC
4/1/12	\$ 3,350.00	Rent
4/27/12	\$ 3,702.87	Amex CC
4/27/12	\$ 1,181.00	Chase CC
5/4/12	\$ 3,350.00	Rent
5/30/12	\$ 3,906.05	Amex CC
5/30/12	\$ 1,203.00	Chase CC
5/30/12	\$ 3,350.00	Rent
6/29/12	\$ 2,096.97	Amex CC
6/29/12	\$ 1,004.00	Chase CC
7/5/12	\$ 3,350.00	Rent
6/27/13	\$ 693.00	Chase CC
7/2/13	\$ 3,350.00	Rent
7/5/13	\$ 332.00	Amex CC
7/29/13	\$ 672.00	Chase CC
8/5/13	\$ 290.00	Amex CC
8/5/13	\$ 3,350.00	Rent
8/29/13	\$ 3,360.00	Rent
8/30/13	\$ 680.00	Chase CC
9/4/13	\$ 35.00	Discover
10/4/13	\$ 675.00	Chase CC
10/4/13	\$ 3,360.00	Rent
10/8/13	\$ 81.00	Discover CC
10/8/13	\$ 437.72	Amex CC
10/31/13	\$ 680.00	Chase CC
11/6/13	\$ 3,360.00	Rent
11/12/13	\$ 108.00	Discover CC
12/2/13	\$ 662.00	Chase CC
12/6/13	\$ 480.98	Amex CC
12/9/13	\$ 3,360.00	Rent
12/12/13	\$ 129.00	Discover CC
1/6/14	\$ 640.00	Chase CC
1/8/14	\$ 360.02	Amex CC
1/9/14	\$ 3,360.00	Rent
1/13/14	\$ 165.00	Discover CC
2/3/14	\$ 685.00	Chase CC
2/12/14	\$ 190.00	Discover CC
2/14/14	\$ 3,360.00	Rent
3/3/14	\$ 643.00	Chase CC
3/12/14	\$ 196.00	Discover CC
3/25/14	\$ 3,360.00	Rent
3/26/14	\$ 1,004.40	Amex CC
4/14/14	\$ 194.00	Discover CC
4/8/14	\$ 3,350.00	Rent

8.The contracting parties agree to abide by the full terms and conditions of the clauses of this Agreement.

9.This agreement , it's construction , performance and the resolution of any conflicts shall be subject to the laws of New York, NY, USA.

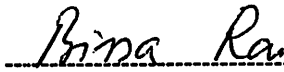
In witness whereof, the parties have executed this agreement in two (2) originals.

By: The Debtor



CHETAN KAPUR

By: The Lender



BINA RAI